railroad. But because by the contract the railroad company limited the freedom of the sales company in buying coal and in other matters, it was held the contract was not *bona fide* and was merely a means by which the railroad though parting with the legal title retained an interest and control in what had been sold. *United States* v. *Delaware, Lackawana & Western Railroad Co.*, 238 U. S. 516. See also 14 MICH. L. REV. 49. In a later case, *Chicago, Milwaukee & St. Paul Ry. Co.* v. *Minneapolis Civic Association*, 247 U. S. 490, in which also the separate entity of a corporation used as a mere agency of carriers was held to be of no avail, the court declared that statements made in former decisions to the effect that ownership alone of capital stock in one corporation by another does not create an identity of interest, cannot be relied upon where the ownership is resorted to not for the purpose of participating in the affairs of a corporation in the normal and usual manner, but to create a mere agency or instrumentality of the owning company. It thus appears that the court has adopted by this line of decisions *bona fide intentions* as the touchstone to distinguish the existence or not of separate corporate entities. And if the railroads do not succeed in devising means to sell and also keep their great mining interests so as to satisfy the commodities clause of the Interstate Commerce Act, it may be they can do so only by a *bona fide* sale of all mining interests, and limit themselves to carrying. The property involved is very large and the problem is not simple.

INDIANS—INDIAN ALLOTTEE ACQUIRES FULL EQUITABLE ESTATE.—An Act of Congress provided that allotments and trust patents be granted to Indians with a further provision that the whole legal estate would be granted at the end of twenty-five years to the allottee or his heirs, and that all such conveyances shall be subject to the approval of the Secretary of the Interior, and when so approved shall convey a full title to the grantee. A's grantor, who was not the heir of the allottee received a patent approved by the Secretary of the Interior. *Held* (Gates, J., dissenting), A took no title as against the lawful heirs of the allottee. *Highrock* v. *Gavin* (S. D., 1920), 179 N. W. 12.

This decision overrules the recent case of *Dougherty* v. *McFarland*, 40 S. D. 1 (1918), decided by the same court, and where it was held that an allotment was only a trust not binding on Congress, and that a conveyance approved by the Secretary of the Interior operated to convey the whole estate in fee simple. In the principal case the majority of the court had changed their view as to the legal effect of an allotment under the Act of Congress, and decided that the allotment conveyed the whole equitable title to the allottee, of which he could not be divested without his consent. The character of the estate of the allottee under different treaties and Acts of Congress has been variously stated by the courts. In *Hallowell* v. *Commons*, 210 Fed. 793, it was said that the full equitable title passed to the Indian under a similar provision. In *United States* v. *Chase*, 245 U. S. 89, the relation between the government and allottee was in issue, and the Supreme Court decided that an allotment did no more "than to individualize the exist-

ing tribal right of occupancy." In *Fowler* v. *Scott*, 64 Wis. 509, the facts and the decision were identical with those of the principal case. However, the question involved seems to be no more than the construction and meaning of Acts of Congress, and other decisions based upon other treaties or Acts of Congress should hardly be controlling.

INJUNCTION—SALESMAN WORKING FOR COMMISSIONS CANNOT ENJOIN STRIKE OF WORKMEN OF THE COMPANY EMPLOYING HIM.—In a suit to enjoin the striking employees of a buggy company, the plaintiff, a salesman whose sole claim of interest was that of possible interference with his commission due to the closing down of the corporation's business, was *held* not to have sufficient interest to sue without joining the buggy company, and his bill was dismissed. *Davis et al.* v. *Henry* (Circuit Court of Appeals, 1920), 266 Fed. 261.

The chief cases which seem to support the contention that a party with a special interest may maintain an equity suit to enjoin a strike without joining the corporation or company affected practically all involve some recognized property interest. In *Fordney* v. *Carter*, 203 Fed. 454, bond-holders are allowed to maintain such a suit, while in *Ex parte Haggarty*, 124 Fed. 441, and *Jennings* v. *United States*, 264 Fed. 399, the trustees of mortgage bonds maintained suits alone to enjoin strikers injuring the corporation, on the basis of injuries to their own interests. A similar case is that of the stockholder of a corporation who may maintain a suit to protect his own interests in a corporation only when the corporation for some reason is not able or willing to maintain suit itself. In such a case equity will go behind the corporate fiction and recognize that the stockholders are the real parties in interest and will protect their rights. See MARSHALL'S PRIVATE CORPORATIONS, Secs. 299, 303. Hence, in the event that the stockholder exhausts all possibilities in trying to get the corporation or the majority of the stockholders to sue, his equitable interest in the corporate property will be given protection. But the principal case is not a suit based upon an equitable or legal interest in the company's property, but is a mere attempt to protect a possible interest in the profits of the corporation. If such an interest should be protected in equity, this would mean that any employee with a possibility of gain or return from the profits of the corporation might enjoin acts that endangered that possibility. No court seems ever to have gone to that length.

INNKEEPER—LIABILITY FOR PROPERTY NOT LOST THROUGH GUEST'S NEGLIGENCE.—The plaintiff, an experienced traveler, entered the defendant's hotel and lunched there. The rooms were all occupied. In expectation that a room would later be vacated so that he could register, he left his grip near the bellboys' bench in the lobby, without calling anybody's attention to it, though there were present attendants to take charge of baggage and though he knew the location of an easily accessible checkroom in the lobby. Here he could have checked his grip without cost or inconvenience. He then departed from the hotel, remaining away for several hours. The grip was